MASTER AGREEMENT

THIS MASTER AGREEMENT (this "Agreement") is entered into on this 28th day of October, 2009 by and between Sinclair Broadcast Group, Inc. ("SBG") and its subsidiaries, and Cunningham Broadcasting Corporation ("CBC") and its subsidiaries. This Agreement shall not be binding on SBG or CBC until the occurrence of the Trigger Event (as defined in Section 1 of this Agreement). For the avoidance of doubt, the 2008 Letter Agreement (as defined in the Recitals of this Agreement) shall continue to remain in full force and effect until the Trigger Event.

RECITALS

WHEREAS, SBG and CBC have had an on-going relationship with respect to the programming of the television broadcast stations owned and operated by CBC pursuant to the LMAs as defined in Section 1 of this Agreement;

WHEREAS, in order to further clarify and amend the economic and other terms and conditions of certain agreements by and between SBG and CBC, SBG and CBC have entered into the CBC Stock Options and the Acquisition Agreements, each as defined in Section 1 of this Agreement;

WHEREAS, SBG and CBC, from time to time, have clarified and amended the economic terms of their relationship;

WHEREAS, SBG and CBC have entered into the MOU, as defined in Section 1, to accommodate their individual and collective needs by amending the LMAs and the Acquisition Agreements, each as defined in Section 1; and

WHEREAS, this Agreement is intended to consolidate, clarify, and amend certain of the current economic and other terms of the SBG/CBC relationship as set forth in the letter agreement by and between CBC and SBG dated November 17, 2008 (the "2008 Letter Agreement").

AGREEMENT

IN CONSIDERATION OF THE ABOVE RECITALS AND OF THE MUTUAL AGREEMENTS AND COVENANTS contained in this Agreement, the parties to this Agreement, intending to be bound legally, agree as follows:

1. **Definitions.**

"**Annual Net Broadcast Revenue**" means time sales, plus all other broadcast revenues, including retransmission, digital, and mobile, minus agency, national, and local commissions.

"**Acquisition Agreements**" means those certain Amended and Restated Asset Purchase Agreements dated October 28, 2009, by and among (a) CBC, Feddora, Inc., and WTAT Licensee, LLC, as sellers, and SBG, Sinclair Television of Charleston, Inc., and WTAT Licensee, LLC, as buyers; (b) CBC, Columbus (WTTE-TV), Inc., SBG, and Sinclair Acquisition XIII, Inc. (which supersedes the Plan and Agreement of Merger by and among CBC, Columbus (WTTE-TV), Inc., SBG, and Sinclair Acquisition XIII, Inc.); (c) CBC, Baltimore (WNUV-TV), Inc., SBG, and Sinclair Acquisition XIV, Inc. (which supersedes the Plan and Agreement of Merger by and among CBC, Baltimore (WNUV-TV), Inc., SBG, and Sinclair Acquisition XIV, Inc.); (d) CBC, Anderson (WFBC-TV), Inc., SBG, and Sinclair Acquisition XI, Inc. (which supersedes the Plan and Agreement of Merger by and among CBC, Anderson (WFBC-TV), Inc., SBG, and Sinclair Acquisition XI, Inc.); (e) CBC, Feddora, Inc. and WVAH Licensee, LLC, as sellers, and SBG, Sinclair Television of Nashville, Inc., and WVAH Licensee, LLC, as buyers; and (f) CBC, Feddora, Inc. and WRGT Licensee, LLC, as sellers, and SBG, Sinclair Television of Dayton, Inc., and WRGT Licensee, LLC, as buyers, each as may be amended from time to time.

"**CBC Stock Options**" means those certain Amended and Restated Voting and Non-Voting Capital Stock Option Agreements, dated October 28, 2009, pursuant to which, collectively, SBG was granted options to acquire one hundred percent (100%) of the issued and outstanding voting and non-voting shares of capital stock of CBC from the Carolyn C. Smith Cunningham Trust, the Carolyn Smith's Grandchildren's Trust I, the Carolyn Smith's Grandchildren's Trust II, the Carolyn Smith's Grandchildren's Trust III, and the Carolyn Smith's Grandchildren's Trust IV, each as may be amended from time to time.

"**FCC**" means the Federal Communications Commission.

"**LMAs**" mean:

(a) a Time Brokerage Agreement dated July 1, 1999, relating to WTAT-TV, as such Agreement has been amended, modified, or supplemented from time to time;

(b) a Time Brokerage Agreement dated May 31, 1996, relating to WMYA-TV, as such Agreement has been amended, modified, or supplemented from time to time;

(c) a Time Brokerage Agreement dated July 1, 1998, relating to WVAH-TV, as such Agreement has been amended, modified, or supplemented from time to time;

(d) a Time Brokerage Agreement dated July 1, 1998, relating to WRGT-TV, as such Agreement has been amended, modified, or supplemented from time to time;

(e) a Programming Services Agreement dated July 24, 1995, relating to WNUV-TV, as such Agreement has been amended, modified, or supplemented from time to time; and

(f) a Programming Services Agreement dated November 5, 1996, relating to WTTE-TV, as such Agreement has been amended, modified, or supplemented from time to time.

"**MOU**" means that certain Memorandum of Understanding dated September 8, 2009, by and among CBC and its subsidiaries, The Carolyn C. Smith Cunningham Trust, The Carolyn Smith's Grandchildren's Trust I, The Carolyn Smith's Grandchildren's Trust II, The Carolyn Smith's Grandchildren's Trust III, The Carolyn Smith's Grandchildren's Trust IV, and SBG, on behalf of itself and certain applicable subsidiaries, as amended.

"**Notes**" means the Three Percent (3%) Convertible Senior Notes due 2027 issued by SBG and the Four and Seven-Eighths Percent (4.875%) Convertible Senior Subordinated Notes due 2018 issued by SBG, and for purposes of Section 4, any replacement notes issued as a result of the Trigger Event.

"**Stations**" means the television broadcast stations currently identified by the following call letters: WTAT-TV, WMYA-TV, WVAH-TV, WRGT-TV, WNUV-TV, and WTTE-TV.

"**Station Allocations**" means the following as to each Station:

WTAT-TV	6%
WYMA-TV	3%
WVAH-TV	8%
WRGT-TV	15%
WNUV-TV	19%
WTTE-TV	49%

"**Trigger Event**" means the close of business on the date on which the successful closing of the refinancing and cash tender offer for the Notes as substantially described in SBG's filings under the Securities Exchange Act of 1934 (including the Current Report on Form 8-K filed on October 13, 2009, the Schedule TO filed on October 8, 2009 and amended on October 14, 2009 and October 20, 2009, and any other subsequent filings), the terms of which include an issuance of new second-lien notes by SBG's subsidiary, Sinclair Television Group, Inc.

2. **Reimbursement of Operating Expenses**.

(a) Within fifteen (15) days following the end of each calendar month, SBG shall reimburse CBC for (i) all expenses incurred by CBC in the operation of each of the Stations (the "Operating Expenses"); (ii) all overhead related to each of the Stations (the "Operating Overhead"); and (iii) all corporate overhead including interest on any existing bank debt (or on any debt incurred as a replacement for all or any part of the existing bank debt), but excluding (A) the repayment of any indebtedness or (B) income, capital, gross receipts-based or other similar-based taxes (the "Corporate Overhead") (the Operating Expenses, Operating Overhead, and Corporate Overhead are sometimes collectively referred to in this Agreement as the "Expenses"); provided, however, that (x) such Expenses are consistent with and not in the aggregate in excess of three percent (3%) (the "3% Limitation") of the amount set forth in a budget (the "Budget") mutually approved by SBG and CBC for each Station for such month; (y) in no event will any single non-Budgeted Expense in excess of Twenty Thousand Dollars ($20,000.00) (the "$20,000 Limitation") be reimbursed and (z) expenses will be reimbursed only after CBC scans (using a scanner which SBG will provide to CBC for such use) and uploads into SBG's general ledger computer system copies of invoices evidencing such expenses. Within sixty (60) days following the end of each calendar year beginning with calendar year 2009 and continuing thereafter during the term of this Agreement, SBG and CBC will jointly reconcile the reimbursement of Expenses so that the 3% Limitation is applied and properly allocated to each Station in accordance with the Station Allocations for the immediately preceding full calendar year rather than on a month-by-month basis. Interest on existing bank debt (or any debt incurred as a replacement for all or any part of the existing bank debt), as well as any non-Budgeted Expenses in any manner associated with (directly or indirectly) SBG's or a SBG Subsidiary's performance under any applicable LMA (by way of example, but not by way of limitation, to fines or penalties imposed or assessed by the FCC relating to programming), shall be reimbursed directly by SBG and shall be specifically excluded from the 3% Limitation and the $20,000 Limitation. Still further (with regard to the 2009 Budget only), all one-time non-Budgeted Expenses associated with (1) the negotiation, drafting, and execution of this Agreements; (2) the negotiation, drafting and execution of the Acquisition Agreements; (3), the negotiation, drafting, and execution of certain amendments and extensions to CBC's bank credit agreement; (4) the negotiation, drafting, and execution of CBC's new bank credit agreement; and (5) any necessary modifications to any of the CBC Stock Options shall be excluded from the 3% Limitation and the $20,000 Limitation for calendar year 2009, and shall include, but shall not be limited to, the following: (x) all legal and accounting expenses, including the fees, costs and expenses of Thomas & Libowitz, P.A. incurred in connection with the negotiation and preparation and drafting of the MOU, the Acquisition Agreements, and the CBC Stock Options; (y) a one-time consulting fee in the amount of Sixty Five Thousand Dollars ($65,000.00) payable to George Cox in connection with his services and the negotiation and drafting of the MOU, the Acquisition Agreements, and the CBC Stock Options; and (iii) the increase in the annual salary for CBC's new President, Michael E. Anderson (which annual salary SBG has agreed will be consistent and part of the Budget, subject to any applicable cost of living increases, going forward).

(b) SBG will purchase and own all capital equipment used or to be used by CBC purchased beginning with calendar year 2009 and continuing thereafter during the term of the LMAs in accordance with the Budget or as is reasonably required (in the joint and reasonable determination of SBG and CBC) for the efficient and lawful operations of each of the Stations; provided, SBG will permit CBC full use of such equipment, without charge or fee in order to permit CBC to meet its legal requirements as the FCC licensee of the Stations. Such right of CBC to use equipment, without charge, shall include all equipment associated with the Stations which is currently leased to CBC pursuant to those certain operating leases, which leases terminated in November 2008.

(c) CBC shall comply with the following written financial reporting obligations during the terms of the LMAs:

(i) No later than the 10th business day following each calendar quarter, CBC shall provide to SBG a comparison of the quarterly budget for such prior quarter to the actual and forecast, including explanations for variances exceeding $5,000.00 and 5%;

(ii) No later than the 10th business day following each calendar quarter, CBC shall provide to SBG an explanation of all material cost savings realized during the prior calendar quarter as compared to budget; and

(iii) No later than the 10th business day following each calendar month, CBC shall provide to SBG a forecast for the remainder of the calendar year (with actual results for all previous months) in the same format and providing the same line item detail as used in the annual budget for both Annual Net Broadcast Revenue and income statement items.

3. **Additional Fees and Terms**.

(a) Commencing on the occurrence of the Trigger Event and continuing through the month of December 2012, within fifteen (15) days following the end of each of the remaining months of the term of each of the Agreements, SBG will pay CBC a monthly fee of Fifty Thousand Dollars ($50,000.00) in the aggregate (the "Aggregate Monthly Fee") for all of the Stations, prorated among the Stations according to the Station Allocations.

(b) (i) The current term of the LMAs shall terminate at 12:00 midnight Eastern Time on July 1, 2016 or at 12:00 midnight Eastern Time on the last day of any Renewal Term, with SBG being granted options to extend the terms of the LMAs for three (3) additional five (5) year terms (each a "Renewal Term"). In consideration thereof, SBG shall, beginning on January 1, 2010 and ending on July 1, 2012, pay CBC the sum of Twenty Nine Million One Hundred Six Thousand Eight Hundred Fifty Eight Dollars ($29,106,858.00), payable in ten (10) quarterly installments of Two Million Seven Hundred Fifty Thousand Dollars ($2,750,000.00) and one quarterly payment of One Million Six Hundred Six Thousand Eight Hundred Fifty Eight Dollars ($1,606,858.00), which amounts shall be used to pay off CBC's outstanding principal indebtedness and which also shall be credited toward the purchase price for each Station, in accordance with the Station Allocations pursuant to the Acquisition Agreements (the "Purchase Price Credit Payments"). The Purchase Price Credit Payments shall be in lieu of the LMA Fees described and defined in Section 3(c) of this Agreement, so that there shall be no LMA Fees or any other local marketing agreement or other fees paid under Section 3(c) of this Agreement in respect of the Stations until January 1, 2013, but shall be in addition to SBG's obligations to (A) reimburse the Stations' operating expenses as provided by Section 2(a) of this Agreement and (B) to pay the Aggregate Monthly Fee described in Section 3(a) of this Agreement through December 2012. An additional Three Million Eight Hundred Ninety Three Thousand One Hundred Forty Two Dollars ($3,893,142.00) will be paid in two (2) installments, consisting of

One Million One Hundred Forty Three thousand One Hundred Forty Two Dollars ($1,143,142.00) on July 1, 2012, and Two Million Seven Hundred Fifty Thousand Dollars ($2,750,000.00) on October 1, 2012 as an additional LMA Fee in addition to the LMA Fee as described and defined in Section 3(c) of this Agreement, which payments shall also be applied to pay off CBC's outstanding principal indebtedness; provided, however, that if CBC seeks to terminate the LMAs and/or the Acquisition Agreements (or any one of them) for any reason whatsoever, including, without limitation, a "change in control" as defined in the Acquisition Agreements, then SBG will have the right to assign the LMAs in accordance with the terms and conditions of the Acquisition Agreements. SBG will be obligated to make all periodic payments due under the LMAs or the Acquisition Agreements as required by the Acquisition Agreements.

(ii) The Parties agree that as of September 30, 2009, the aggregate purchase price for the Stations pursuant to the Agreements will be approximately $78.5 million, which amount shall be: (A) decreased quarterly by the aggregate amount of the Prepaid Purchase Amounts as defined in the Acquisition Agreements; and (B) increased on each of the first three (3) anniversaries of the Trigger Event by an amount equal to six percent (6%) of the then-remaining portion of the aggregate purchase price on that date, subject to the provisions of each Acquisition Agreement (the aggregate purchase price, as adjusted from time to time, is referred to herein as the "Aggregate Purchase Price"). The purchase prices for the Stations upon acquisition by SBG shall be determined in accordance with the Acquisition Agreements.

(c) Beginning on January 1, 2013, and continuing thereafter during the terms of the LMAs (or any extensions thereto), SBG shall pay to CBC an annual LMA fee (the "LMA Fee") for the Stations equal to the greater of (i) 3% of each Station's Annual Net Broadcast Revenue, and (ii) $5.0 million (if one or more Stations are purchased by SBG, to be reduced proportionally (A) for the interest component of the LMA Fee based on the Station Allocations and (B) for the remainder of the LMA Fee based on the net revenues from each such Station, based on the prior year's performance). For the first year, the LMA Fee shall be apportioned among the Stations in accordance with the Station Allocations. The LMA Fee shall increase every five (5) years during the LMA term or any extension thereof, by an amount equal to the increase in the Cost of Living Index – All Items for all U.S. Cities, as published by the U.S. Department of Labor. After the first year, the LMA Fee shall be allocated among the Stations in accordance with the net revenues from each such Station, based on the prior year's performance. Additionally, CBC and SBG agree that the LMA Fee shall be allocated as follows: (i) a portion equal to six percent (6%) of the Aggregate Purchase Price shall be allocated to the payment of interest on the Aggregate Purchase Price (for example, if the Aggregate Purchase Price at a given time is $45.5 million, $2.73 million of the LMA Fee would be allocated to interest); and (ii) the remainder as a fee to CBC for services provided under the LMAs. CBC and SBG agree that after the $33 million payable pursuant to Section 3(b)(i) is paid in full, and as long as the LMA Fee is paid each year, the Aggregate Purchase Price shall no longer increase in the manner provided in Section 3(b)(ii) because the 6% interest due on the Aggregate Purchase Price will be paid in full each year from the LMA Fee.

4. **Restrictions on CBC Future Borrowing**. During the period that the Notes are still an outstanding obligation of SBG (or any of its subsidiaries), CBC agrees that (other than for obligations for borrowed funds currently outstanding and as otherwise permitted by this Section

4) it will not seek to borrow any other money without the consent of SBG, which consent shall not be unreasonably withheld or delayed, it being understood that if SBG's creditors are required to approve the terms of any such borrowing under the terms of any agreements with SBG and such creditors do not approve of any such borrowing, SBG may withhold its approval without having been deemed to have unreasonably withheld or delayed its consent. This restriction on additional CBC borrowings shall not apply to the following, for which CBC does not need SBG's consent: (i) approximately $4.4 million for the acquisition of certain television stations located in Syracuse (New York), Paducah (Kentucky), Cedar Rapids (Iowa), Birmingham (Alabama), and Nashville (Tennessee) currently programmed by SBG pursuant to certain non-CBC local marketing agreements (or similar agreements) and for which SBG has freely assignable purchase option agreements that it cannot currently exercise; and (ii) after October 1, 2012, any amounts totaling less than $10.0 million in the aggregate.

5. **Acquisition of Certain Options**. CBC agrees: (i) that upon the request of SBG, it will acquire from SBG for nominal consideration of One Hundred Dollars ($100.00) per station certain options and other agreements owned by SBG that permit SBG to acquire certain television stations located in Syracuse (New York), Paducah (Kentucky), Cedar Rapids (Iowa), Birmingham (Alabama), and Nashville (Tennessee) that are currently programmed by SBG pursuant to certain non-CBC local marketing agreements; and (ii) to immediately exercise the rights to acquire such television stations, to the extent financing is available on reasonable terms and conditions, and, subject to FCC approval, acquire the stations. Immediately following CBC's acquisition of these stations, CBC and SBG agree to enter into local marketing agreements for each of the stations, whereby SBG shall pay the operating cost of each station, plus an amount equal to the interest paid by CBC to its lender(s) on borrowed funds for CBC's acquisition of the stations, plus Four Hundred Thousand Dollars ($400,000.00) per year per station. CBC shall grant SBG an option to acquire each of the stations discussed in this Section 5 for an amount equal to the amount paid by CBC for each station.

6. **Miscellaneous**.

(a) **Bankruptcy**. If CBC files for Chapter XI protection in bankruptcy, it will not seek to reject the LMAs or the Acquisition Agreements (or any one of them) until such time as SBG and CBC have had reasonable time to negotiate, in good faith, mutually agreeable amendments to such LMAs and Acquisition Agreements. SBG reserves all rights to challenge any attempted rejection of the LMAs or the Acquisition Agreements (or any one of them), should CBC seek such relief in its Chapter XI bankruptcy case.

(b) **Notices**. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall either be: (a) delivered personally to the party to whom it is directed, in which case a signed receipt therefor shall be received; (b) sent by certified mail, return-receipt requested, postage prepaid; (c) sent by facsimile; or (d) sent to overnight courier addressed to the parties at the addresses set forth below their signatures, or to such other address or addresses as may be designated from time to time in accordance with this Section 6. Any such notice shall be deemed to be delivered, given, and received for all purposes of this Agreement as of: (i) the date noted on the signed receipt if delivered personally; (ii) the date deposited in a regularly maintained receptacle for the deposit of the United States mail, if sent by certified mail; (iii) the date sent by facsimile with confirmed receipt; or (iv) the next day after sent by overnight courier.

(c) **Maryland Law**. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland.

(d) **Headings**. The descriptive headings used in this Agreement are inserted for convenience only, and do not constitute a substantive part of this Agreement, and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement as a whole or any provision hereof.

(e) **Word Usage**. Unless the context otherwise requires, whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and feminine gender, and vice versa. Whenever used in this Agreement, words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

(f) **Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.

(g) **Construction**. Each and every term and provision of this Agreement has been mutually agreed to and negotiated by the parties hereto, and shall be construed simply according to its fair meaning and not strictly for or against any party.

(h) **Severability**. Each and every term and provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

(i) **Resolution of Ambiguity**. In the event there is a discrepancy or ambiguity between this Agreement and the Acquisition Agreements, or any one of them, or the CBC Stock Options, or any one of them, the terms and conditions of the Acquisition Agreements or CBC Stock Options, as applicable, shall prevail over the terms and conditions of this Agreement.

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SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereunto have executed, sealed, and delivered this Agreement or caused this Agreement to be executed, sealed, and delivered on the day and year first hereinabove set forth.

WITNESS/ATTEST:

CUNNINGHAM BROADCASTING CORPORATION

By:
Name: Michael E. Anderson
Title: President

SINCLAIR BROADCAST GROUP, INC.

By:
Name: David B. Amy
Title: Executive Vice President

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